

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA**

In re:) Chapter 11
)
Daily Gazette Company, *et al.*,) Case No. 18-20028
 Debtors.¹) (Jointly Administered)
)

**AMENDED SECOND NOTICE TO COUNTERPARTIES TO THE DEBTORS'
EXECUTORY CONTRACTS AND UNEXPIRED LEASES OF
ASSUMPTION, ASSIGNMENT, AND SALE**

PLEASE TAKE NOTICE that on January 30, 2018, the above-captioned debtors and debtors in possession (the “Debtors”) filed Debtors’ Motion Pursuant to Sections 105(a), 363 and 365 of the Bankruptcy Code for: (I) an Order (A) Approving and Authorizing Bidding Procedures in Connection with the Sale of Substantially All the Debtors’ Assets; (B) Approving and Authorizing the Break-Up Fee; (C) Scheduling the Related Auction and Hearing to Consider Approval of the Sale; (D) Approving Procedures Related to the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; (E) Approving the Form and Manner of Notice Thereof; and (F) Granting Related Relief; and (II) an Order (A) Authorizing the Sale of Substantially All of the Debtors’ Assets Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (B) Authorizing and Approving the Debtors’ Performance Under the Asset Purchase Agreement; (C) Approving the Assumption and Assignment of Certain of the Debtors’

¹ The Debtors in these Chapter 11 Cases and the last four digits of each Debtor’s taxpayer identification number are as follows: Daily Gazette Company (4480); Daily Gazette Holding Company, LLC (2981); Charleston Newspapers Holdings, L.P. (3028); Daily Gazette Publishing Company, LLC (3074); Charleston Newspapers (6079); and G-M Properties, Inc. (4124). The Debtors’ headquarters are located at 1001 Virginia St. E, Charleston, West Virginia 25301.

Executory Contracts and Unexpired Leases Related Thereto; and (D) Granting Related Relief [Dkt. #11] (the “Motion”).²

PLEASE TAKE FURTHER NOTICE that, on February 7, 2018 the Court entered an Order (the “Sale Procedures Order”) approving, among other things, the Bidding Procedures requested in the Motion, which Sale Procedures Order governs (i) the bidding process for the sale of substantially all of the Debtors’ assets (the “Assets”) and (ii) procedures for the assumption and assignment of certain of the Debtors’ executory contracts and unexpired leases.

PLEASE TAKE FURTHER NOTICE that: (1) the Debtors entered into an agreement (the “Stalking Horse APA”) for the sale of substantially all of their assets with Charleston Newspapers, LLC (the “Stalking Horse Bidder”) and (2) your contract may be assumed and assigned to the Stalking Horse Bidder under the Stalking Horse APA, or to such other bidder submitting the highest or otherwise best offer for the Assets (such bidder, the “Successful Bidder”) following the Auction (if any) conducted pursuant to the Bidding Procedures.

PLEASE TAKE FURTHER NOTICE that the Motion also seeks Court approval of the sale (the “Sale”) of the Assets to the Successful Bidder, free and clear of all liens, claims, interests and encumbrances pursuant to sections 105(a) and 363 of the Bankruptcy Code, including the assumption by the Debtors and assignment to the Successful Bidder of certain executory contracts and unexpired leases pursuant to section 365 of the Bankruptcy Code (the “Assumed Contracts”). The Sale Procedures Order establishes the procedures by which executory contracts (the “Executory Contracts”) and unexpired leases (the “Unexpired Leases”) shall be assumed and assigned. Immediately following the conclusion of the Auction (if any) the Debtors shall file a notice identifying the Successful Bidder with the Bankruptcy Court.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

PLEASE TAKE FURTHER NOTICE that a hearing (the “Sale Hearing”) to approve the Sale and authorize the assumption and assignment of the Assumed Contracts will be held on **March 9, 2018 at 10:00 a.m.** (prevailing Eastern Time), before the United States Bankruptcy Court for the Southern District of West Virginia, Robert C. Byrd U.S. Courthouse, Courtroom A, 300 Virginia Street East, Charleston, West Virginia 25301. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that, on February 9, 2018, the Debtors filed and served their first Notice to Counterparties to the Debtors’ Executory Contracts and Unexpired Leases of Assumption, Assignment and Sale (the “First Notice”) [Dkt. #66], which identified certain Executory Contracts and/or Unexpired Leases that the Debtors may assume and assign in connection with the Sale. On February 13, 2018, the Debtors filed and served their Second Notice to Counterparties to the Debtors’ Executory Contracts and Unexpired Leases of Assumption, Assignment and Sale (the “Second Notice”) [Dkt. #77]. This *Amended Second Notice* is filed to correct Exhibit 1 attached to the Second Notice and include the Cure Amounts (defined below). This *Amended Second Notice* does not replace or supersede the First Notice, but rather supplements it with additional Executory Contracts and/or Unexpired Leases, *i.e.*, Assumed Contracts, that the Debtors may assume and assign in connection with the Sale.

PLEASE TAKE FURTHER NOTICE that, consistent with the Sale Procedures Order, the Debtors may seek to assume and assign to the Successful Bidder an Executory Contract or Unexpired Lease of the Debtors to which you may be a party. The Assumed Contract(s) are described on Exhibit 1 attached to this Notice. The amount shown on Exhibit 1 hereto as the

“Cure Amount” is the amount, if any, based upon the Debtors’ books and records, which the Debtors assert is owed to cure any defaults existing under each Assumed Contract.

PLEASE TAKE FURTHER NOTICE that if at any time after the entry of the Sale Procedures Order the Debtors identify additional Executory Contracts and/or Unexpired Leases to be assumed and assigned to the Successful Bidder, the Debtors shall serve a supplemental notice (a “Supplemental Cure Notice”) by facsimile, electronic transmission, hand delivery or overnight mail to you, (and your attorney, if known) **if you are a party** to a supplemental Executory Contract or Unexpired Lease at the last known address available to the Debtors by no later than ten (10) days before the proposed effective date of the assignment.

PLEASE TAKE FURTHER NOTICE that inclusion of an Executory Contract or Unexpired Lease on Exhibit 1 shall not constitute an admission that such Executory Contract or Unexpired Lease is an executory contract or unexpired lease and shall not obligate the Debtors to assume or the Successful Bidder to take assignment of such Executory Contract or Unexpired Lease. Only those contracts that constitute Assumed Contracts pursuant to the Stalking Horse APA or any Successful Bidder’s Qualified Bid will be assumed, assigned and sold to the Successful Bidder.

PLEASE TAKE FURTHER NOTICE that any objection to (a) the proposed assumption, assignment and sale of the Executory Contracts and Unexpired Leases (an “Assignment Objection”), which must state with specificity the legal and factual basis thereof, and (b) if applicable, the proposed Cure Amounts (a “Cure Objection”), which must state with specificity what Cure Amounts are required with appropriate documentation in support thereof, must be filed no later than **February 27, 2018 at 4:00 p.m.** (prevailing Eastern Time) (the “Primary Objection Deadline”), *provided, however,* if the Successful Bidder is not the Stalking

Horse Bidder the Assignment Objection Deadline shall be one (1) day prior to the Sale Hearing. Any Assignment Objection or Cure Objection to a Supplemental Cure Notice (a “Supplement Cure Objection”) must be filed no later than the tenth (10th) day following the date of the applicable Supplemental Cure Notice no later than 4:00 p.m. (prevailing Eastern Time) (the “Supplemental Cure Objection Deadline”). If you file a Cure Objection and the parties are unable to consensually resolve the dispute prior to the Sale Hearing, the amount to be paid or reserved with respect to such objection will be determined at the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that if you do not timely file and serve an Assignment Objection, Cure Objection or Supplemental Cure Objection, as applicable, then: (a) you will be deemed to have consented to the assumption, assignment and sale of the Executory Contract or Unexpired Lease to any Successful Bidder if such Executory Contract or Unexpired Lease is elected by any Successful Bidder as an Assumed Contract and will be forever barred from asserting any objection with regard to such assumption, assignment and sale, except with respect to the adequate assurance of future performance by any Successful Bidder; and (b) the Cure Amounts set forth in Exhibit 1 shall be controlling, notwithstanding anything to the contrary in any Executory Contract or Unexpired Lease, or any other document, and you shall be deemed to have consented to the Cure Costs and shall be forever barred from asserting any other claims related to such Executory Contract or Unexpired Lease against the Debtors or the Successful Bidder, or the property of any of them.

PLEASE TAKE FURTHER NOTICE that any Assignment Objection, Cure Objection or Supplemental Cure Objection must be served so as to be received by the following parties by the applicable objection deadline date and time: (a) counsel to the Debtors, Perkins Coie LLP, 131 S. Dearborn St., Ste. 1700, Chicago, IL 60603 (Attn: Brian A. Audette

(baudette@perkinscoie.com)) and Supple Law Office, PLLC, 801 Viand Street, Point Pleasant, West Virginia 25550 (Attn: Joe M. Supple (joe.supple@supplelaw.net)); (b) counsel to the Stalking Horse Bidder, Steptoe & Johnson PLLC, 400 White Oaks Boulevard, Bridgeport, WV 26330 (Attn: Evans King (evans.king@steptoe-johnson.com)); (c) counsel to United Bank, Spilman Thomas & Battle, PLLC, 310 First St., Ste. 1100, Roanoke, VA 24002 (Attn: Peter M. Pearl (ppearl@spilmanlaw.com)); (d) counsel to any statutory committee appointed in these Chapter 11 Cases; and (e) the Office of the United States Trustee, 300 Virginia Street East, Room 2025, Charleston, West Virginia 25301 (Attn: David Bissett (David.L.Bissett@usdoj.gov)) (collectively, the "Objection Recipients").

PLEASE TAKE FURTHER NOTICE that the Successful Bidder shall be responsible for satisfying any requirements regarding adequate assurance of future performance that may be imposed under sections 365(b) and (f) of the Bankruptcy Code in connection with the proposed assignment of any Assumed Contract. Any objections to any Successful Bidder's proposed form of adequate assurance of future performance must be raised at the Sale Hearing and will be resolved at the Sale Hearing.

PLEASE TAKE FURTHER NOTICE that, except to the extent otherwise provided in the asset purchase agreement with the Successful Bidder, pursuant to section 365(k) of the Bankruptcy Code, the Debtors and the Debtors' estates shall be relieved of all liability accruing or arising after the effective date of assumption and assignment of the Assumed Contracts.

PLEASE TAKE FURTHER NOTICE that nothing contained herein shall obligate the Debtors to assume any Assumed Contracts or to pay any Cure Amount.

PLEASE TAKE FURTHER NOTICE that (a) the assumption and assignment of Executory Contracts and Unexpired Leases, and (b) the Cure Amounts, and any objections

associated with such amounts, are subject to the Sale Procedures Order. In the case of any conflict arising out of the assumption and assignment of Executory Contracts and Unexpired Leases or the Cure Amounts, the Sale Procedures Order shall govern in such conflict. Recipients of this Cure Notice are encouraged to read the Sale Procedures Order.

PLEASE TAKE FURTHER NOTICE THAT IF YOU DO NOT TIMELY FILE AND SERVE AN OBJECTION AS STATED ABOVE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITH NO FURTHER NOTICE.

[Remainder of Page Intentionally Left Blank]

Dated: February 21, 2018

PERKINS COIE LLP

By: /s/ Brian A. Audette

Brian A. Audette, Ill. Bar No. 6277056
(Admitted Pro Hac Vice)
131 S. Dearborn St., Suite 1700
Chicago, IL 60603
Telephone: 312.324.8534
Facsimile: 312.324.9534
baudette@perkinscoie.com

-and-

SUPPLE LAW OFFICE, PLLC

Joe M. Supple, Bar. No. 8013
801 Viand St.
Point Pleasant, WV 25550
Telephone: 304.675.6249
Facsimile: 304.675.4372
joe.supple@suppelaw.net

*Proposed Counsel to the Debtors and
Debtors in Possession*

EXHIBIT 1

EXECUTORY CONTRACTS AND UNEXPIRED LEASES
Amended Second Notice

Contract/Lease Party	Description	Cure Amount
Service Contracts and Agreements		
Agenti Media Services Attn: AP JC Penney Two Carlson Parkway, Suite 400 Plymouth, MN 55447	Advertising Contract	\$0.00
Agenti Media Services Attn: AP Kohl's Two Carlson Parkway, Suite 400 Plymouth, MN 55447	Advertising Contract	\$0.00
Alliance Media Attn: AP Aldi PO Box 7037 <u>Downers Grove, IL 60515</u>	Advertising Contract	\$0.00
Alliance Media Attn: AP Sears Media Co LLC PO Box 7037 <u>Downers Grove, IL 60515</u>	Advertising Contract	\$0.00
Andrews McMeel Syndication PO Box 843345 <u>Kansas City, MO 64184-6734</u>	Newsroom Syndicates	\$0.00
BlueSoho/Big Lots Attn: AP Big Lots 1630 Terminal Street <u>West Sacramento, CA 95691</u>	Advertising Contract	\$0.00
BlueSoho/Family Dollar Attn: AP Family Dollar 1630 Terminal Street <u>West Sacramento, CA 95691</u>	Advertising Contract	\$0.00
BlueSoho/Lowes Attn: AP Lowes 1630 Terminal Street <u>West Sacramento, CA 95691</u>	Advertising Contract	\$0.00
BlueSoho/Michaels Attn: AP Michael 1630 Terminal Street <u>West Sacramento, CA 95691</u>	Advertising Contract	\$0.00
BlueSoho/Rite Aid Attn: AP Rite Aid 1630 Terminal Street <u>West Sacramento, CA 95691</u>	Advertising Contract	\$0.00
BlueSoho/Rural King Attn: AP Rural King 1630 Terminal Street <u>West Sacramento, CA 95691</u>	Advertising Contract	\$0.00
BluesSoho/Shoe Carnival Attn AP Shoe Carnival 1630 Terminal Street <u>West Sacramento, CA 95691</u>	Advertising Contract	\$0.00
Cagle Cartoons Inc PO Box 22342 <u>Santa Barbara, CA 93121</u>	Newsroom Syndicates	\$0.00
Cortex 991 Whitehorse Road Box MI VIC 3128 Australia	Backup Assistant	\$0.00

Contract/Lease Party	Description	Cure Amount
Creators Syndicate 737 3rd Street Hermosa Beach, CA 90254	Newsroom Syndicates	\$0.00
Decision One Corporation 640 Lee Road, Third Floor Wayne, PA 19087	IBM Line Printer Maintenance	\$0.00
Dow Jones 200 Burnett Rd. Chicopee, MA 01020	Royalties	\$0.00
DUDA 577 College Avenue Palo Alto, CA 94306	Customer Website Building	\$0.00
DUDA 577 College Avenue Palo Alto, CA 94306	Digital Services/Domain Names	\$0.00
ElderBeerman 331 W. Wisconsin Sales Promo/Mkg 3rd Floor Milwaukee, WI 53203	Advertising Contract	\$0.00
Godaddy 14455 N. Hayden Rd. Ste 226 Scottsdale, AZ 85260-6947	Domain Name(s)	\$0.00
Guarantee Digital 700 West North Shore Dr. Hartland, WI 53029	Advertising Contract	\$0.00
Improve Physical Therapy and Hand Center LLC 4522 MacCorkle Ave SE, Ste 1 Charleston, WV 25304-1840	Advertising Contract	\$0.00
Innovation Media Sol Attn: AP CVS Pharmacy PO Box 7037 Downers Grove, IL 60515	Advertising Contract	\$0.00
Invisibly, Inc. National Registered Agents, Inc. 160 Greentree Drive, Suite 101 Dover, DE 19904	Revenue Share Agreement	\$0.00
Joe Heller-Heller Syndication PO Box 12401 Green Bay, WI 54307	Newsroom Syndicates	\$0.00
Krogers-Div 029 PO Box 5229 Portland, OR 97208	Advertising Contract	\$0.00
MailChimp c/o Rocket Science Group Legal 675 Ponce de Leon Ave NE, Ste 5000 Atlanta, GA 30308	Email Service	\$0.00
News America 1185 Avenue of Americas New York, NY 10036	Advertising Contract	\$0.00
Newspaper Services Attn: AP Toys"R"Us PO Box 7037 Downers Grove, IL 60515-7037	Advertising Contract	\$0.00
NMS Attn: AP Target PO Box 7037 Downers Grove, IL 60515	Advertising Contract	\$0.00

Contract/Lease Party	Description	Cure Amount
Novus Agenti Media Attn: AP Dicks Sporting Goods Two Carlson Parkway, Suite 400 Plymouth, MN 55447	Advertising Contract	\$0.00
Novus Agenti Media Attn: AP Home Depot Two Carlson Parkway, Suite 400 Plymouth, MN 55447	Advertising Contract	\$0.00
Novus Agenti Media Attn: AP Save-a-Lot Two Carlson Parkway, Suite 400 Plymouth, MN 55447	Advertising Contract	\$0.00
Novus Agenti Media Attn: AP Walmart Two Carlson Parkway, Suite 400 Plymouth, MN 55447	Advertising Contract	\$0.00
NSA Media Attn: AP Petco PO Box 7037 Downers Grove, IL 60515	Advertising Contract	\$0.00
NSA Media Attn: AP Ulta Inc. PO Box 7037 Downers Grove, IL 60515	Advertising Contract	\$0.00
Park Place Technologies PO Box 78000 Dept 781156 Detroit, MI 48278-1156	Editorial Servers	\$0.00
Payflow/Paypal Attn General Counsel 2211 North First Street San Jose, CA 95131	Payment Gateway	\$0.00
Piggly Wiggly 10 Spring Street Charleston, WV 25302	Advertising Contract	\$0.00
ProData 2809 S. 160th Street, Suite 401 Omaha, NE 68130	SQL Maintenance	\$0.00
ProPublica 155 Avenue of the Americas 13th Floor New York, NY 10013	Salary Agreement	\$0.00
Rackspace US Inc. 1 Fanatical Place Windcrest, TX 78218	Managed Hosting	\$0.00
Report for America (Ground Truth Project) 10 Guest Street Boston, MA 02135	Salary Agreement	\$0.00
Software Information Systems, LLC 165 Barr Street Lexington, KY 40507-1321	AS400 Hardware and OS software Maintenance (Admarc Platform)	\$0.00
SonicWall Services PO Box 49042 San Jose, CA 95161-9955	Gateway Security	\$0.00
Splashtop Inc. 1054 S. De Anza Blvd., Suite 200 San Jose, CA 95129	Remote Access	\$0.00

Contract/Lease Party	Description	Cure Amount
Starcom Attn: BestBuy/Resources 27-01 Queens Plaza North <u>Long Island City, NY 11101-4020</u>	Advertising Contract	\$0.00
Strategic Print Attn: AP Officemax PO Box 7037 <u>Downers Grove, IL 60515</u>	Advertising Contract	\$0.00
Symantec Corporation Worldwide Headquarters 350 Ellis Street <u>Mountain View, CA 94043</u>	Antivirus Protection	\$0.00
The Clay Center Attn: Accts Payable One Clay Square <u>Charleston, WV 25301</u>	Advertising Contract	\$0.00
The West Virginia Power 601 Morris St, Suite 201 <u>Charleston, WV 25301</u>	Advertising Contract	\$0.00
Tribune Content Agency 15158 Collections Center Drive <u>Chicago, IL 60693</u>	Newsroom Syndicates	\$0.00
Tundra & Associates, inc Attn Karen Carpenter Admin PO Box 871354 <u>Wasilla, AK 99687</u>	Newsroom Syndicates	\$0.00
United Feature PO Box 843771 <u>Kansas City, MO 64184-3371</u>	Newsroom Syndicates	\$0.00
Vaccuum Authority/ Oreck PO Box 2472 <u>Clarksville, IN 47129-2472</u>	Advertising Contract	\$0.00
Vaiassis 19975 Victor Parkway <u>Livonia, MI 48152</u>	Advertising Contract	\$0.00
Venturi Media/Macy's 151 West 34th Street, 16th Floor <u>New York, NY 10001</u>	Advertising Contract	\$0.00
Wall Street Journal 200 Burnett Rd. <u>Chicopee, MA 01020</u>	Delivery Services	\$0.00
Washington Post PO Box 75442 <u>Baltimore, MD 21275-5442</u>	Newsroom Syndicates	\$0.00
WV Rehabilitation Services Attn Charlyn Miller 107 Capitol Street <u>Charleston, WV 25301</u>	Parking Contract	\$0.00
WVJC 1000 Virginia Street E <u>Charleston, WV 25301-2817</u>	Parking Contract	\$0.00

CERTIFICATE OF SERVICE

I, Nancy Bagatti, certify that on February 21, 2018, I caused the foregoing *Amended Second Notice to Counterparties to the Debtors' Executory Contracts and Unexpired Leases of Assumption, Assignment, and Sale* to be served by overnight delivery on the parties listed on *Exhibit 1* of this *Amended Second Notice*. In addition, this *Amended Second Notice* was served via the Court's CM/ECF system, which sent notification of the filing to all parties registered to receive CM/ECF notice in this case.

I declare, under penalty of perjury, in accordance with the laws of the United States, that the foregoing statement is true.

Dated: February 21, 2018

/s/ Nancy Bagatti

Nancy Bagatti, paralegal
Perkins Coie LLP
131 S. Dearborn St., Suite 1700
Chicago, IL 60603